

07-07-2005

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (e 05/31/2002)

RECORD
TRA

103035345

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive-HA155
Santa Clara, CA 95054

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: **Delaware** ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Release**

Execution Date: **June 21, 2005**

2. Name and address of receiving party(ies):

Name **SNAP APPLIANCE, INC.**

Internal Address:

Street Address: **125 MARKET STREET**City: **SAN JOSE** State: **CA.** ZIP: **95113**

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78179397 78147217**78028661 78154312****78028662 78159108****76337508****76353991**

B. Trademark No.(s)

2421713**2428674**Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**Internal Address: **Loan Documentation HA155**Street Address: **3003 Tasman Dr.**City: **Santa Clara**State: **Ca**ZIP: **95054**6. Total number of applications and registrations involved: **10**7. Total fee (37 CFR 3.41): **\$ 265.00**☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/06/2005 ECDPER 00000082 78179397

DO NOT USE THIS SPACE

01 FC:8521

40.00 OP

02 FC:8522

225.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John R. Ross
 Name of Person Signing

John R. Ross
 Signature

6/21/2005
 Date

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 003189 FRAME: 0100

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Snap Appliance, Inc. ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, April 24, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on May 20, 2003, Reel 002766, Frame 0486.

Dated: **June 21, 2005**

SILICON VALLEY BANK

By: Maribel Higareda
Name: Maribel Higareda
Title: Operations Supervisor

TRADEMARK ASSIGNMENT

WHEREAS, Global Sourcing Solutions, LLC, a Limited Liability Company organized under the laws of the State of California (hereinafter, "Assignor") has used the mark BEACON and has filed with the United States Patent and Trademark Office an application to register the mark, the application assigned serial number 76/592,493 filed May 17, 2004, and hereinafter referred to as the MARK; and

WHEREAS, PURCHASER, Venstone Partners, LLC, a California Limited Liability Company (hereinafter, "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Mark, the application and any registration issued thereon, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof,

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Mark and any registration issued thereon for the United States and throughout the world together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, including but not limited to U.S. Trademark application serial no. 76/592,493 for the mark BEACON, along with the right to recover for damages and profits for past infringements thereof.

Assignor represents and warrants to Assignee that Assignor has full right, title and interest to the Mark, the Mark is being assigned to Assignee free and clear of any liens, claims or encumbrances of any kind and, to Assignor's knowledge, the Mark does not infringe on the trademark or other rights of any third party.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

May 2, 2005

June

Global Sourcing Solutions, LLC

By: 
Spencer Greve
President

FROM : ROBERT L. MARSH, ATTORNEY

FAX NO. : 630 681 3464

May. 23 2005 01:12PM P3

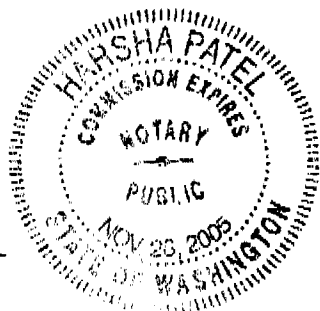
STATE OF CALIFORNIA

COUNTY OF

SS

On this 2nd day of June, 2005, Spencer Greve personally appeared before me and being duly sworn says that he is the President of Global Sourcing Solutions, LLC, a California limited liability company, and that he executed the forgoing instrument on its behalf.

SEAL



Harsha Patel
Notary Public
My Commission Expires:

Nov-26-05.

ASSIGNMENT

WHEREAS, THE ROOMSTORES OF PHOENIX, L.L.C., an Arizona limited liability company ("Assignor"), has adopted, used and is using the following marks which are registered in the United States Patent and Trademark Office:

- (1) Registration #2,257,747 dated June 29, 1999 (Class 35)
- (2) Registration #2,257,748 dated June 29, 1999 (Class 20)

WHEREAS, ROOM SOURCE, LLC, a California limited liability company, ("Assignee") is desirous of acquiring said marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said marks, together with the good will of the business symbolized by the mark, and the above-identified registration thereof.

DATED this 20th day of June, 2005.

THE ROOMSTORES OF PHOENIX,
L.L.C., an Arizona limited liability company

By Phillip A. Levitz
Phillip A. Levitz - Manager

MARK\RMSTORE\ASSIGN-ROOMSOURCE

RECORDED: 06/27/2005

TRADEMARK
REEL: 003189 FRAME: 0104